

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA
Plaintiff,

v.

PRCHOU, LLC; MUKADAS D. KURBAN;
APAR PATAER; ABDUL R. DAWOOD;
and MARIA E. DAWOOD
Defendants.

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CIVIL ACTION NO. 4:24-cv-796

**DEFENDANTS PRCHOU, LLC'S, MUKADAS D. KURBAN'S, AND APAR PATAER'S
FIRST AMENDED ANSWER**

Defendants PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER hereby file this Amended Answer to Plaintiff Travelers Casualty and Surety Company of America's First Amended Complaint.

Response to Allegations

1. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER lack sufficient information to admit or deny the allegations in this paragraph.

2. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER admit the allegations in this paragraph.

3. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER admit the allegations in this paragraph.

4. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER admit the allegations in this paragraph.

5. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER admit the allegations in this paragraph.

6. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER admit the allegations in this paragraph.

7. This paragraph is a legal conclusion that is not a statement of fact susceptible to admission or denial.

8. This paragraph is a legal conclusion that is not a statement of fact susceptible to admission or denial.

9. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER admit the allegations in this paragraph.

10. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER lack sufficient information to admit or deny the allegations in this paragraph.

11. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER lack sufficient information to admit or deny the allegations in this paragraph.

12. This paragraph is a legal conclusion that is not a statement of fact susceptible to admission or denial.

13. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER lack sufficient information to admit or deny allegations concerning Plaintiff's state of mind or on what Plaintiff relied. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER otherwise admit the allegations of this paragraph.

14. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER admit the allegations in this paragraph.

15. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER lack sufficient information to admit or deny the allegations in this paragraph.

16. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER lack sufficient information to admit or deny the allegations in this paragraph.

17. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER deny that any demand for collateral was made in accordance with the Indemnity Agreement. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER otherwise admit the allegations of this paragraph.

18. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER deny that they had or have any obligation to provide collateral to Plaintiff. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER lack sufficient information to admit or deny actions by other Indemnitors. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER otherwise admit the allegations of this paragraph.

19. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER deny that any default of the Indemnity Agreement occurred. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER otherwise admit the allegations of this paragraph.

20. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER deny the allegations in this paragraph.

21. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER lack sufficient information to admit or deny the allegations in this paragraph.

22. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER deny the allegations in this paragraph.

23. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER deny the allegations in this paragraph.

24. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER deny the allegations in this paragraph.

25. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER deny the allegations in this paragraph.

26. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER deny the allegations in this paragraph.

27. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER deny the allegations in this paragraph.

28. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER deny the allegations in this paragraph.

29. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER deny the allegations of this paragraph. Specifically, they deny that Plaintiff suffered a Loss by making a reasonable, proper, or contractually-indemnifiable payment to any third party.

30. This paragraph does not contain a factual allegation capable of admission or denial.

31. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER deny the allegations in this paragraph.

32. This paragraph does not contain a factual allegation capable of admission or denial.

33. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER deny the allegations in this paragraph.

34. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER deny the allegations in this paragraph.

Affirmative Defenses

35. Plaintiffs' claims are barred because any payments made under the Bonds were unreasonable.

36. Plaintiffs' claims are barred because Plaintiffs were not liable under the underlying Bonds.

37. Plaintiffs' claims are barred because of lack of good faith and fair dealing.

38. Plaintiffs' claims are barred because of Plaintiffs' negligence and unreasonable conduct.

39. Plaintiffs' claims are barred because of failure to mitigate damages

40. Plaintiffs' claims are barred because of fraud.

41. Plaintiffs' claims are barred because of unclean hands and failure to act equitably.

Jury Demand

42. PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER demand a trial by jury on all issues so triable.

Prayer

PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER pray that the Court enter a take nothing judgment on Plaintiff's claims and award PRCHOU, LLC, MUKADAS D. KURBAN, and APAR PATAER all legal and equitable relief to which they are entitled, including, without limitation, damages, pre-judgment interest, post-judgment interest, costs, and attorneys' fees permitted by law or contract.

DATED this 19th day of July 2024.

Respectfully submitted,

By: /s/ Minh-Tam Tran
Minh-Tam (Tammy) Tran
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COUNSEL FOR DEFENDANTS
PRCHOU, LLC,

*MUKADAS D. KURBAN, and
APAR PATAER*

CERTIFICATE OF SERVICE

I, Minh-Tam Tran, hereby certify that on this 19th day of July 2024, I caused the foregoing to be served via the Court's ECF Filing System, and through that system, it will be served upon registered counsel by email.

/s/ Minh-Tam Tran
Minh-Tam Tran